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October 9, 2002

VIA FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001
Attn: Ms. Barbara Sadler

RECORDATION NO. 24170-B FILED

OCT 10 '02

12-07 PM

SURFACE TRANSPORTATION BOARD



Re: Filing of Memorandum of (Collateral) Assignment of Lease between
The Bank of Edwardsville and Midwest Railcar Corporation
(Purchase of Gondolas under Lease to Protrade Steel Corporation, Ltd.)

Dear Ms. Sadler:

Enclosed for recordation as a secondary document to the Memorandum of Lease dated September 4, 2002 filed on this date under separate cover, pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) originals of a Memorandum of (Collateral) Assignment of Lease, as defined in the Board's Rules for the Recordation of Documents for filing.

The names and addresses of the parties to the enclosed document are:

Bank:	The Bank of Edwardsville 330 West Vandalia Edwardsville, IL 62025
Assignor:	Midwest Railcar Corporation 3 Professional Park Drive, Suite B Maryville, Illinois 62062

A description of the railroad equipment covered by the enclosed documents is:

Surface Transportation Board
May 15, 2002
Page 2

MILES & STOCKBRIDGE P.C.

Eleven (11) 400 c.f. Thrall Built flat-bottom Gondolas, AAR Car Type Code J301 bearing car marks and numbers as listed on the attached Schedule of Railcars to said Memorandum of (Collateral) Assignment of Lease.

A short summary of the document to appear in the index follows:

Memorandum of (Collateral) Assignment of Lease between The Bank of Edwardsville, as Bank and Midwest Railcar Corporation, as Assignor covering Eleven (11) 400 c.f. Thrall Built flat-bottom Gondolas, AAR Car Type Code J301 bearing car marks and numbers as listed on the attached Schedule of Railcars to said Memorandum of (Collateral) Assignment of Lease.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board to cover the required recordation fee.

Please kindly return stamped copies of the enclosed document to the undersigned at the above-listed address.

Also, please call (410) 385-3423 to confirm your receipt of the enclosed items.

Very truly yours,



Doti J. Hampton
Legal Assistant

Enclosures

MEMORANDUM OF (COLLATERAL) ASSIGNMENT
OF LEASE

BETWEEN

THE BANK OF EDWARDSVILLE
("BANK")

AND

MIDWEST RAILCAR CORPORATION
("ASSIGNOR")

September 30, 2002

RECORDATION NO. 24170-B FILED

OCT 10 '02 12-07 PM

SURFACE TRANSPORTATION BOARD

This Memorandum of Assignment of Lease is hereby entered into as of this 30th day September 2002 by and between The Bank of Edwardsville, an Illinois corporation ("Bank"), and Midwest Railcar Corporation, an Illinois corporation ("Assignor").

W I T N E S S E T H:


The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest in (but not its obligations) and to the lease of (11) 4000 C.F Thrall Railcars cars as evidenced by that certain Rider 2 dated effective September 13, 2002 which incorporates by reference that Full Service Lease Agreement dated effective January 28, 2002 by and between Assignor (as Lessor) and ProTrade Steel Company, Ltd. (as Lessee), and any other Equipment Riders and schedules thereto (together, the "Lease") and all rents and other sums due thereunder, and all proceeds therefrom with respect to those certain railcars identified on the attached Schedule "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of settlement for the Railcars which are lost, destroyed or damaged beyond repair and all other sums due and to become due under and pursuant to or by reason of the Lease, including but not limited to, the payment of any purchase option price paid by the Lessee pursuant to the Lease, as well as any and all subleases of the Railcars.

This Assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the Commercial Security Agreement dated September 30, 2002 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment in full is made by the Assignor while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have this Assignment discharged.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

THE BANK OF EDWARDSVILLE
as Bank

By: 
Name: William D. Barlow
Title: Vice President

MIDWEST RAILCAR CORPORATION
as Assignor

By: _____
Name: _____
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

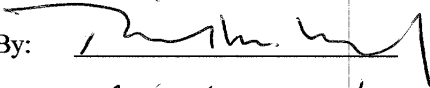
THE BANK OF EDWARDSVILLE
as Bank

By: _____

Name: _____

Title: _____

MIDWEST RAILCAR CORPORATION
as Assignor

By: _____

Name: Richard M. Murphy

Title: President

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 3 day of October 2002, before me personally appeared
William D. Barlow, to me personally known, who being by me duly
sworn, says that he is the Vice President of THE BANK OF
EDWARDSVILLE, that the foregoing instrument was signed on behalf of said national
banking association, and he acknowledged that the execution of the said instrument was
his free act and deed.

NOTARY PUBLIC: Sandra A Sachs



My commission expires: Sept. 13, 2005

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of October 2002, before me personally appeared
_____, to me personally known, who being by me duly
sworn, says that he is the _____ of MIDWEST RAILCAR
CORPORATION, that the foregoing instrument was signed on behalf of said limited
liability company, and he acknowledged that the execution of the said instrument was his
free act and deed.

NOTARY PUBLIC: _____

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of October 2002, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of THE BANK OF EDWARDSVILLE, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: _____

My commission expires: _____

STATE OF Minnesota)
) ss.
COUNTY OF Sherburne)

On this 3 day of October 2002, before me personally appeared Richard M. Murphy III, to me personally known, who being by me duly sworn, says that he is the President + CEO of MIDWEST RAILCAR CORPORATION, that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: David L. Smith

My commission expires: 1-31-06



SCHEDULE "A"
To Memorandum of Assignment of Lease
SCHEDULE OF RAILCARS
One Page
Written Number (Number in Numeric) Units

SCHEDULE OF RAILCARS

Eleven (11), 4,000 C.F. Thrall Railcars with the following marks and numbers:

MWCX100012
MWCX100013
MWCX100015
MWCX100016
MWCX100017
MWCX100018
MWCX100019
MWCX100020
MWCX100021
MWCX100022
MWCX100023